



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Jul-24-2015 3:44 pm

Case Number: CGC-15-547035

Filing Date: Jul-24-2015 3:34

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COMPLAINT

CAMERON ADAMS VS. KINK.COM ET AL

001C05007151

Instructions:

Please place this sheet on top of the document to be scanned.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sandra Ribera Speed, Esq. (236769) Ribera Law Firm, A Professional Corporation 157 West Portal Avenue, Suite 2, San Francisco, California 94127 TELEPHONE NO.: 415-576-1600 FAX NO.: 415-842-0321 ATTORNEY FOR (Name): CAMERON ADAMS		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> Superior Court of California County of San Francisco JUL 24 2015 CLERK OF THE COURT BY: <i>[Signature]</i> Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Civic Center Courthouse - Civil		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">COC-15-547035</div>	
CASE NAME: Adams v. Kink.com, et al.		DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 11
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 24, 2015
 Sandra Ribera Speed, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other P/DPD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other P/DPD/WD

Non-P/DPD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-P/DPD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM;
CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC;
PETER ACWORTH; SARA DIERDORF CORRIGAN aka LORELEI LEE;
2183 MISSION LLC; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CAMERON ADAMS

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lee la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presente su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión de abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Francisco Superior Court

400 McAllister Street
San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CC-15-547035

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): (415)576-1600
Sandra Ribera Speed, Esq., Ribera Law Firm, APC, 157 W. Portal Ave. Ste 2, San Francisco, CA 94127

DATE:

(Fecha)

CLERK OF THE COURT

Clerk, by
(Secretario)

DAVID W. YUEN

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- | | |
|--|---|
| under: <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

4. ☐ by personal delivery on (date):

BY FAX



1 Sandra Ribera Speed, Esq. (SBN 236769)

2 **RIBERA LAW FIRM**

3 A Professional Corporation

4 157 West Portal Avenue, Suite 2

5 San Francisco, CA 94127

6 Tel: (415) 576-1600 Fax: (415) 842-0321

7 Attorneys for Plaintiff, CAMERON ADAMS

FILED

Superior Court of California
County of San Francisco

JUL 24 2015

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**

10 CAMERON ADAMS,

11 Plaintiff,

12 v.

13 KINK.COM; KINK STUDIOS, LLC;
14 PUBLICDISGRACE.COM; CYBERNET
15 ENTERTAINMENT, LLC; ARMORY
16 STUDIOS, LLC; PETER ACWORTH; SARA
17 DIERDORF CORRIGAN aka LORELEI
18 LEE; 2183 MISSION LLC; and DOES 1
through 50, inclusive,

19 Defendants.

) Case No. **CC-15-547035**

) **PLAINTIFF'S COMPLAINT FOR**
) **DAMAGES**

-) 1. NEGLIGENCE
) 2. NEGLIGENCE PER SE,
) 3. INTENTIONAL/FRAUDULENT
) MISREPRESENTATION,
) 4. CIVIL CONSPIRACY TO COMMIT
) INTENTIONAL/FRAUDULENT
) MISREPRESENTATION,
) 5. BREACH OF IMPLIED COVENANT
) OF GOOD FAITH AND FAIR
) DEALING
) 6. NEGLIGENT SUPERVISION,
) 7. NEGLIGENT HIRING AND/OR
) RETENTION,
) 8. INTENTIONAL INFLICTION OF
) EMOTIONAL DISTRESS
) 9. PREMISES LIABILITY
) 10. PREMISES LIABILITY (against 2183
) Mission LLC)
) 11. BATTERY

) **Prayer for Punitive Damages**
) **JURY TRIAL DEMANDED**

BY FAX

1 Plaintiff CAMERON ADAMS hereby requests a trial by jury of all issues in this matter.
2 COMES NOW, Plaintiff CAMERON ADAMS and alleges as follows:

3 PARTIES

4 1. At all relevant times contained herein, Plaintiff CAMERON ADAMS (hereinafter
5 "ADAMS" or "Plaintiff") worked in San Francisco, California, in the adult entertainment
6 industry for the parties named herein. Plaintiff was professionally known as Cameron Bay.

7 2. Plaintiff alleges that Defendant CYBERNET ENTERTAINMENT, LLC (hereinafter
8 "CYBERNET") is a Limited Liability Corporation registered to do business in the State of
9 California, and is authorized to transact and is transacting business in the internet pornography
10 and the pornographic film industry in the State of California. Defendant CYBERNET
11 maintains a headquarters at 1800 Mission Street, San Francisco, CA. The managing member
12 agent for service of process is Defendant PETER ACWORTH.

13 3. Defendant KINK.COM is a business organization, form unknown, duly organized
14 and existing under and by virtue of the laws of the State of California and is authorized to
15 transact and is transacting business in the internet pornography and the pornographic film
16 industry in the State of California. Defendant KINK.COM maintains a headquarters at 1800
17 Mission Street, San Francisco, California. Defendant KINK.COM is a separate, related entity
18 of Defendant CYBERNET.

19 4. Defendant PUBLICDISGRACE.COM is a business organization, form unknown,
20 duly organized and existing under and by virtue of the laws of the State of California and is
21 authorized to transact and is transacting business in the internet pornography and the
22 pornographic film industry in the State of California. Defendant PUBLICDISGRACE.COM
23 maintains a headquarters at 1800 Mission Street, San Francisco, California. Defendant
24 PUBLICDISGRACE.COM is a separate, related entity of Defendant CYBERNET.

25 5. Defendant KINK STUDIOS, LLC (hereinafter "KINK STUDIOS"); is a Limited
26 Liability Corporation registered to do business in the State of California, and is authorized to
27 transact and is transacting business in the internet pornography and the pornographic film
28 industry in the State of California. Defendant KINK STUDIOS maintains a headquarters at

1 1800 Mission Street, San Francisco, California. The managing member of KINK STUDIOS is
2 Defendant PETER ACWORTH.

3 6. Defendant ARMORY STUDIOS, LLC (hereinafter "ARMORY") is a Limited
4 Liability Corporation registered to do business in the State of California, and is authorized to
5 transact and is transacting business in the internet pornography and the pornographic film
6 industry in the State of California. Defendant ARMORY maintains a headquarters at 1800
7 Mission Street, San Francisco, California. The managing member of Defendant ARMORY is
8 Defendant PETER ACWORTH.

9 7. Defendants CYBERNET, KINK.COM, KINK STUDIOS,
10 PUBLICDISGRACE.COM, ARMORY, and PETER ACWORTH will be referred to
11 collectively as "KINK Defendants," unless otherwise noted.

12 8. KINK Defendants, and each of them, are headquartered in the San Francisco Armory
13 at 1800 Mission Street in San Francisco, California. The Armory building is a 200,000 square
14 foot 1914 reproduction of a Moorish Castle that served as a National Guard Armory and
15 Arsenal until the 1970s. In 2006, the Armory was purchased by Defendant PETER ACWORTH
16 for the purposes of transacting business in the internet pornography and pornographic film
17 industries. In 2007, it was announced that ARMORY STUDIOS, LLC owned the Armory.

18 9. Upon information and belief, at all relevant times referenced herein, Defendant
19 ARMORY STUDIOS, LLC and/or Defendant PETER ACWORTH leased the Armory building
20 located at 1800 Mission Street in San Francisco, California, to Defendants CYBERNET, KINK
21 STUDIOS, KINK.COM and/or PUBLICDISGRACE.COM.

22 10. Upon information and belief, on or about July 31, 2013, KINK Defendants rented
23 the property known as "SUB-Mission" located at 2183 Mission Street in San Francisco for the
24 purpose of shooting internet pornography involving Plaintiff. At all times relevant herein,
25 SUB-Mission was owned by Defendant 2183 MISSION LLC. Defendant 2183 MISSION LLC
26 is a Limited Liability Corporation registered to do business in the State of California.

27 11. Upon information and belief, Defendant CYBERNET employs the staff and
28 management who work on the various productions for Defendant KINK.COM.

1 12. Upon information and belief, Defendant CYBERNET employs the staff and
2 management who work on the various productions for Defendant PUBLICDISGRACE.COM.

3 13. Upon information and belief, Defendant KINK STUDIOS is a separate corporate
4 entity that also employs staff and management who work on the various productions for
5 Defendants KINK.COM and PUBLICDISGRACE.COM.

6 14. Upon information and belief, Plaintiff alleges that Defendant PETER ACWORTH
7 (hereinafter "ACWORTH") is the owner of Defendants CYBERNET, KINK.COM, KINK
8 STUDIOS, PUBLICDISGRACE.COM and ARMORY.

9 15. Upon information and belief, ACWORTH works and resides in San Francisco,
10 California.

11 16. KINK.COM, found at <http://www.kink.com>, is a website which hosts and provides
12 links to approximately thirty (30) additional pornographic websites providing sexually explicit
13 adult photographs, video and other graphic sexual content.

14 17. Defendant KINK.COM comprises a network of fetish and BDSM (bondage,
15 discipline, sadism, masochism) sites, including over two dozen premium subscription sites, a
16 free documentary news site, an interactive live cam site, and an on-demand site that allows
17 customers to purchase every pornographic shoot ever published by the company on an
18 individual basis.

19 18. Defendant PUBLICDISGRACE.COM is one of Defendant KINK.COM's BDSM
20 sites that describes itself as follows: "Public Disgrace is hardcore public sex with women
21 fu[**]ed and bound while being used in extreme gangbangs and BDSM sex in public." At all
22 relevant times referenced herein, Defendant SARA DIERDORF CORRIGAN aka LORELEI
23 LEE (hereinafter "LORELEI LEE" or "LEE"), directed and acted in
24 PUBLICDISGRACE.COM programming.

25 19. Upon information and belief, at all relevant times referenced herein, LEE worked and
26 resided in San Francisco, California. Defendant LEE has worked and continues to be employed
27 by the KINK Defendants as an adult pornographic film director and/or performer.

28 20. All Defendants will be referred to collectively as "Defendants."

1 21. The true names and capacities of DOES 1 through 50, whether individual, corporate,
2 government, associate or otherwise, are unknown to Plaintiff who therefore sues said defendants
3 by such fictitious names. Plaintiff will amend this complaint to allege their true names and
4 capacities when ascertained.

5 22. Plaintiff is informed and believes, and thereon alleges, that Defendants were the
6 agent, servant, employee and representative of each of the other Defendants. In performing the
7 acts herein alleged, Defendants were acting within the course and scope of such agency or
8 employment, and with full knowledge, permission, authorization, ratification, active assistance
9 and encouragement, and/or consent, express or implied, of each of the other Defendants. All
10 actions of the Defendants alleged in the causes of action into which this paragraph is
11 incorporated by reference were ratified and approved by the officers or managing agents or
12 member of every other defendant.

13 STATEMENT OF FACTS

14 23. In the Summer of 2013, Plaintiff's talent agent was contacted by a representative at
15 KINK.COM to request that Plaintiff perform BDSM sex acts in a pornographic video produced
16 specifically for internet broadcasts on behalf of KINK Defendants. Plaintiff had absolutely no
17 experience in BDSM, the genre of sex acts in which KINK Defendants' content specializes.

18 24. All communications regarding Plaintiff's work in KINK Defendants' video
19 originated from KINK.COM electronic mail addresses. Plaintiff's contract for work lists
20 CYBERNET as the "Producer" and many of the contract pages refer to KINK.COM.

21 25. KINK.COM's website includes claims that KINK.COM has "one of the best
22 reputations" in the adult pornographic film industry for "respectful and fair treatment of
23 models," and that the company provides "clean, comfortable working conditions and an honest
24 and approachable crew." KINK.COM vows to "ensure that models fully understand their rights
25 and feel empowered to stop or alter a scene at any time."

26 26. Further, KINK.COM "ask(s) all directors to follow a strict set of shooting rules so
27 that all of our content conforms with our company values; we treat our models as professionals
28 and compensate them generously for their talent."

1 27. Plaintiff was reassured that working for KINK.COM would provide a safe
2 environment in which Plaintiff could explore her sexual curiosity, specifically, the world of
3 BDSM in which she had had no previous experience. Although KINK Defendants admittedly
4 state that prior BDSM experience for models is necessary given the grueling physicality
5 associated with BDSM, KINK Defendants did not require such prior experience from Plaintiff.

6 28. On July 31, 2013, Plaintiff CAMERON ADAMS performed for KINK Defendants,
7 and each of them, for the first time. Plaintiff's pornographic video, which is featured on
8 Defendant PUBLICDISGRACE.COM, was filmed at Defendant ARMORY and Defendant
9 2183 MISSION LLC.

10 29. KINK Defendants did not hire a Director for Plaintiff's July 31, 2013 shoot, but
11 instead, used Defendant LEE as a Guest Director for Plaintiff's shoot. In addition to having the
12 role of Guest Director, Defendant LEE was also the "Female Dom" wherein she can be viewed
13 in almost every frame of the video as a lead performer in the shoot with Plaintiff.

14 30. On July 31, 2013, prior to the shoot, Defendant LEE conducted a pre-interview with
15 Plaintiff at the Armory in which Plaintiff's limits (i.e. types of interaction she did not want
16 taking place) during the shoot were discussed. These limits are documented on a "Limits
17 Sheet" which is retained by KINK Defendants. One of the limits Plaintiff mentioned was
18 "fisting", which refers to being penetrated by a person's fist. Very little information was
19 provided to Plaintiff in terms of what would take place during the shoot.

20 31. The July 31, 2013 shoot involved Plaintiff in the "Sub" or submissive role with one
21 male "Dom" and one female "Dom". In the submissive role, Plaintiff was tied up and gagged by
22 the female Dom, Defendant LEE, and led to a dirty club in the Mission, Submission, where
23 alcohol was being served to approximately 50 extras. The male and female Doms forced
24 Plaintiff to engage in rough sex acts, which were initiated by either Dom as well as the extras,
25 over a 4-6 hour period. Plaintiff remained tied up throughout the shoot. The acts which were
26 performed upon Plaintiff included, but were not limited to several instances of each of the
27 following: anal sex, vaginal sex, fisting, oral sex, spanking, slapping, being hit with a cattle
28 prod. During the shoot, Plaintiff was also repeatedly slapped so hard to her breast that one can

1 visibly see her breast turn purple as the shoot progresses. In fact, Plaintiff was hit so hard that
2 her breast implant was dislodged from the cavity where it was originally placed and shifted
3 toward Plaintiff's rib cage. As a result, Plaintiff had to seek medical treatment immediately
4 following the shoot and undergo capsulectomy surgery to repair the injury to her breast, which
5 included addressing the scar tissue and nerve damage that had developed.

6 32. Furthermore, the sex that Plaintiff was forced to engage in on the July 31, 2013
7 shoot was also so rough that when the male Dom rammed his penis into Plaintiff's mouth
8 during oral sex, he cut the head of his penis on Plaintiff's wisdom tooth as blood began to pool
9 on the already filthy floor at Sub-Mission. Shooting continued without any medical
10 intervention or safety measures being taken. By the end of the shoot, Plaintiff had to be held up
11 by Defendant LEE because she was too weak to stand up on her own. As the description of the
12 video taken from www.publicdisgrace.com states, by the end of shooting Plaintiff "... is utterly
13 destroyed..."

14 33. In the post-interview to the July 31, 2013 shoot that Defendant LEE has with
15 Plaintiff, it is acknowledged that Plaintiff went into "subspace" during the shoot. When a Sub
16 goes into "subspace" it is as if they are having an out of body experience where the Sub lacks
17 the mental capacity to make his or her own decisions. Given KINK Defendants admission and
18 observation that Plaintiff was in subspace during the July 31, 2013 shoot, KINK Defendants had
19 knowledge that Plaintiff did not have the capacity to consent to the acts that were performed
20 upon her.

21 34. KINK Defendants have admitted that the only reason they do a pre- and post-
22 interview with the main performer is for monetary reasons. KINK Defendants use
23 Visa/Mastercard to process payments for the purchase of pornographic content on their various
24 sites. Visa/Mastercard does not authorize content that appears non-consensual. Thus, in order
25 to use Visa/Mastercard to process online payments for KINK Defendants, Kink Defendants
26 must conduct pre- and post-interviews with performers, such as Plaintiff, in which the
27 performer "confirms" for the camera that all acts are consensual.

28 35. According to Defendant KINK.COM'S own Shooting Rules, it is the Director's job

1 to ensure the safety of the model on set and make sure that the shooting rules are adhered to.
2 Because Defendant LEE was a participant in the shoot, she had no way of ensuring Plaintiff's
3 safety on set or making sure the shooting rules were complied with throughout the entirety of
4 the shoot. In fact, the following shooting rules were not adhered to on set, which significantly
5 compromised Plaintiff's safety:

- 6 a. Plaintiff did not consent to being hit so hard in the breast that the impact left her breast
7 black and blue almost immediately and required follow-up treatment, including the need
8 for surgery.
- 9 b. The guidelines in Plaintiff's "Limits Sheet" were not adhered to, including, that she did
10 not want to be "fisted" during the shoot and she was by the Director, Defendant LEE.
11 When Plaintiff asked LEE to stop, LEE stated that she was not "fisting" Plaintiff,
12 because she was only using four fingers.
- 13 c. Defendant LEE failed to pay attention to all of the extras on set. Though the extras were
14 prohibited from engaging sexually with Plaintiff, at several points in the scenes in which
15 Defendant LEE participated, the extras were penetrating Plaintiff in a sexual manner.
- 16 d. Models were consuming alcohol on set.
- 17 e. One of the models was ramming his penis into Cameron's mouth so hard that the head
18 of his penis got cut on Plaintiff's wisdom tooth and started to bleed. The blood was
19 dripping onto the floor of the club where the film was being shot. The blood was visible
20 to everyone on set. The shoot continued without medical attention being provided to the
21 model who was bleeding or Plaintiff who was exposed to the blood.
- 22 f. Plaintiff was in sub-space and the shoot was not stopped.
- 23 g. After the shoot was over, Defendant LEE conducted a post-interview with Plaintiff
24 wherein if she did not like Plaintiff's response to a question, she would re-ask the
25 question to get the desired response.

26 36. At the July 31, 2013 in which Plaintiff CAMERON ADAMS performed for KINK
27 Defendants, there were numerous people on set, including the guest director, one or two camera
28 operators, one or more production assistants, and several other workers, who were employed by

1 one or more KINK Defendants.

2 37. Upon information and belief there were also one or two staff members of KINK
3 Defendants present and dedicated to management of the July 31, 2013 shoot.

4 38. At all times relevant herein, it was KINK Defendants' policy to require sexually
5 transmitted disease (STD) and human immunodeficiency virus (HIV) testing of *all* performers
6 in shoots involving the opposite sex every 30 days. However, only performers who were paid
7 by KINK Defendants were required to provide their test results prior to a shoot. Unpaid
8 performers and extras were not required to be tested for STDs and HIV. Use of condoms is
9 optional for KINK Defendants' shoots involving performers of the opposite sex. Admittedly,
10 the practice of wearing condoms is discouraged by KINK Defendants because those who
11 purchase content from the websites of KINK Defendants allegedly prefer that condoms are not
12 used. Moreover, it would cost too much for KINK Defendants to edit condoms out of the final
13 product.

14 39. Defendant LEE has admitted that after the male-Dom started bleeding from his penis
15 while Plaintiff was performing oral sex on him during the July 31, 2013 shoot, Plaintiff asked
16 Defendant LEE whether or not the male-Dom should wear a condom for the remainder of the
17 shoot. The decision was made that the male-Dom would not wear a condom during any sexual
18 act throughout the remainder of the shoot. KINK Defendants have admitted that it was the
19 Director's duty to evaluate the bleeding and make the determination as to whether to continue
20 the shoot, in spite of the fact that Directors are only provided with first aid training. It is unclear
21 if Defendant LEE, as a Guest Director, even had First Aid training.

22 40. Further, KINK Defendants endangered all models at internet video shoots with the
23 dangerous practice of inviting (non-tested) members of the general public to participate in
24 sexual acts during filming. KINK Defendants would regularly issue a mass electronic mail
25 invitation to the general public sometime in advance of the filming date, inviting them to
26 participate. Models for KINK Defendants, like Plaintiff, were placed at significant risk for
27 exposure and infection of STDs and HIV through contact with these untested, unidentified
28 members of the general public. KINK Defendants continued this business practice in direct

1 violation of California law, as set forth herein, and KINK Defendants own stated principles of
2 strict adherence to the safety and well-being of KINK Defendants' employees and models.
3 KINK Defendants regularly and repeatedly placed the health and safety of its models and
4 employees at serious risk.

5 41. At the July 31, 2013 shoot, several of the extras, who were members of the public,
6 were allowed to participate in the sexual activities with Plaintiff. In direct contradiction to
7 KINK Defendants' stated policies and in violation of California *Code of Regulations*, these
8 members of the public are not tested for STDs or HIV prior to their involvement in filming.
9 Plaintiff was encouraged by KINK Defendants to interact with members of the public, and got
10 paid extra to do so. Each interaction Plaintiff had with a member of the public would earn her
11 another \$100.00 in total compensation.

12 42. At the July 31, 2013 shoot, Plaintiff CAMERON ADAMS was forced by KINK
13 Defendants and Defendant LEE to sexually interact with almost every member of the public.

14 43. On February 20, 2013, *SF Weekly* published a front page article titled "Gag Order:
15 Sex Workers Allege Mistreatment at Kink.com." In the article, author Kate Conger outlines
16 ACWORTH's recent arrest for cocaine possession, stating "many were surprised by the misstep
17 from a man who's built his empire on a strict code of ethical behavior and transparency..." Ms.
18 Conger continues:

19 "However, even as Kink flourishes – it's nearly doubled the
20 number of sites it operates since moving into the Armory – doubts
21 about its ethical standards linger. The Company attracted
22 unwanted attention last summer when it abruptly switched its cam
23 girls' pay rate and sparked a debate about its commitment to
24 models' rights. Now, two former models allege they were denied
25 workers' compensation when injured on Kink sets, one of whom
26 further states she was coerced into a performance that left her
27 with long-standing injuries and was offered money in exchange
28 for keeping quiet about those injuries. Other workers claim to
have been terminated...when they questioned Kink's business
practices, including the use of an erectile dysfunction drug called
Trimix. ...

The potential legal quandaries revealed by former Kink models
challenge Acworth's ethical claims, and this isn't the first time
he's been called out for going against his models' rights and

shooting rules.”

1
2 44. In detailing a lawsuit filed by Ms. Holloway, a former “cam girl” model, against
3 KINK.COM, Ms. Conger elaborated in *SF Weekly*, “Eden Alexander, a model who has
4 performed for Kink’s cam site as well as other porn sites and did not participate in the lawsuit,
5 claims Holloway’s firing created a culture of fear in the cam department. She says models
6 became afraid that voicing concerns meant risking their jobs. ‘You’re in a position where if you
7 don’t follow along, you’re going to lose shoots,’ she explains.”

8 45. On August 1, 2013, Plaintiff got an MRI on her left breast, which had been injured
9 in the July 31, 2013, shoot. Plaintiff’s breast had been hit so hard that it dislodged her breast
10 implant from its original location and shifted it out of Plaintiff’s cavity toward her rib cage.

11 46. On August 2, 2013, Plaintiff’s doctor advised her that she had experienced
12 significant trauma to her left breast and should avoid strenuous activity and pressure to her left
13 breast for the next two weeks.

14 47. On August 15, 2013, Plaintiff was advised that she would require capsulectomy
15 surgery to repair the damage done to her left breast during the July 31, 2013 shoot and address
16 the scar tissue and nerve damage that had developed.

17 48. In and around that time following the July 31, 2013 shoot, Plaintiff began to
18 experience fever, chills, sweats, tiredness and malaise. On August 19, 2013, she underwent a
19 full panel of testing for STDs and HIV.

20 49. On August 21, 2013, Plaintiff CAMERON ADAMS was devastated to learn that she
21 was HIV positive.

22 50. On September 18, 2013, the AIDS Healthcare Foundation held a press conference
23 and announced that several pornographic video actors received positive HIV tests, including
24 three who had worked for KINK Defendants.

25 51. Among those performers that worked for KINK Defendants who tested positive for
26 HIV was Patrick Stone, who tested positive on September 10, 2013. Stone told *SF Weekly* that
27 KINK Defendants had contacted him to perform in a video shoot even *after* he had notified
28 them of his HIV positive status.

52. On January 30, 2014 the State of California Division of Occupational Safety and

1 Health, Cal/OSHA High Hazard Compliance Unit issued an eighteen-page Citation and
2 Notification of Penalty to KINK Defendants imposing a fine of \$78,710.

3 53. The Citation and Notification of Penalty asserted multiple violations of Title 8 of the
4 California *Code of Regulations* (CCR), including violations classified as "General,"
5 "Regulatory," and "Serious" by KINK Defendants:

- 6 a. Unauthorized use of flexible cords and cables not specifically permitted by
7 CCR Section 2500.7 (Citation 1 Item 1 – General);
- 8 b. Failing to maintain records of safety training given to employees required by
9 Title 8 CCR 3203(b)(2) and subsection (a)(7) (Citation 1 Item 2 –
10 Regulatory);
- 11 c. Failing to provide adequate first-aid materials to employees on every job, in
12 accordance with CCR 3400(c) (Citation 1 Item 3 – General);
- 13 d. Failing to require employees to undergo the Hepatitis B vaccination or, if they
14 decline, sign a statement mandated by CCR 5191(f)(2)(D) Appendix A
15 (Citation 1 Item 4 – Regulatory);
- 16 e. Failing to keep Cal/OSHA injury and illness records and Cal/OSHA Form 301
17 Injury and Illness Incident Reports in accordance with CCR 14300.01(a)(2)
18 (Citation 1 Item 5 – Regulatory);
- 19 f. Failing to provide records demanded by an authorized government
20 representative within four (4) business hours, according to CCR 14300.40(a)
21 (Citation 1 Item 6 – Regulatory);
- 22 g. Failing to establish, implement and maintain an effective Injury and Illness
23 Prevention Program (IIPP) which meets the standards of CCR 3203(a) for
24 employees exposed to workplace hazards including, but not limited to,
25 electrical hazards and sexually transmitted illnesses in the course of producing
26 adult videos (Citation 1 Item 7 – General);
- 27 h. Failing to record the steps taken to implement and maintain the Injury and
28 Illness Prevention Program in accordance with CCR 3203(b)(1) (Citation 1

Item 8 – Regulatory);

- i. Failing to establish, implement and maintain an effective Exposure Control Plan which is designed to eliminate or minimize employee exposure in accordance with CCR 5193(c)(1), and which is also consistent with Section 3203. "At and prior to the time of the Cal/OSHA inspection, CYBERNET had not established and implemented an effective exposure control plan to protect employees who had reasonable anticipated contacted with blood or Other Potentially Infectious Materials (OPIM) from the hazards of bloodborne pathogens CYBERNET had not developed and implemented procedures or schedule for: (d) methods of compliance, including engineering controls and work practices; (f) hepatitis B vaccination and post-exposure evaluation and follow-up; and(h) recordkeeping." (Citation 2 Item 1 – Serious);
 - j. Failing to observe universal precautions to prevent contact with blood or Other Potentially Infectious Materials (OPIM) in accordance with CCR 5193(d)(1). "On or before 8/9/13, employees of CYBERNET who had reasonably anticipated contacted with blood or OPIM were exposed to the hazards of bloodborne pathogens. CYBERNET did not observe Universal Precautions which exposed employees to blood and OPIM during production activities associated with adult content videos." (Citation 3 Item 1 – Serious);
 - k. Failing to satisfy the general requirements of Engineering and Work Practice Controls in accordance with CCR 5193(d)(2). "On or before 8/9/13, employees of CYBERNET who had reasonably (sic) anticipated contacted (sic) with blood or Other Potentially Infectious Materials (OPIM) were exposed to the hazards of bloodborne pathogens. CYBERNET did not require the use of engineering controls and work practice controls during production activities associated with adult content videos to eliminate and/or minimize employee exposure to blood and OPIM." (Citation 4 Item 1 – Serious).
54. On February 4, 2014, *SF Weekly* published an article titled "Bay Area Porn

1 Companies Slapped With Fines for Not Using Condoms,” making specific reference to KINK
2 Defendants’ fine of \$78,710.00 by OSHA for workplace safety hazards. According to writer
3 Kate Conger, “The majority of the fines were for allowing performers to work without using
4 condoms... The fine is one of several that OSHA has issued... and follows in the wake of
5 several HIV scares in the industry... Porn production was forced to halt industry-wide several
6 times last year, after performers tested positive for HIV, including Cameron Bay, a performer
7 who worked at Kink shortly before her diagnosis.”

8 55. The article further elaborates:

9 Although the complaints that sparked OSHA’s investigations into
10 Kink... are sealed to protect the identities of whistle-blowing
11 employees, the AIDS Healthcare Foundation has publicly stated
12 that it filed complaints against both companies. Its complaint
13 against Kink claims Bay may have contracted HIV on set – “We
14 have reason to believe that on 7/31/13 adult film employees were
15 exposed to bloodborne pathogens and other potentially infectious
16 materials... An employee from this production named Cameron
17 Alexandria Adams (AKA Cameron Bay) tested positive for the
18 Human Immunodeficiency Virus (HIV) as early as 8/19/13... Ms.
19 Adams engaged in acts considered high-risk for the transmission
20 of HIV, including multiple sex partners and acts resulting in
21 trauma to vaginal, oral, and anal mucosa. Additionally, a large
22 group estimated at 10-12 individuals, including production staff,
23 are likely to have been exposed.”

24 56. At the time, Defendant ACWORTH incorrectly and misleadingly claimed the
25 complaints which prompted the OSHA investigation were not made by actual people who
26 worked for KINK Defendants, “but by outside groups with a long history of opposition to adult
27 film.” Mike Stabile, a spokesperson for KINK Defendants told *SF Weekly*, “The fines were not
28 related to a particular incident, but rather about our policy of leaving the choice to use a condom
up to the performer.”

57. As exhibited by Plaintiff CAMERON ADAMS’s allegations above, the choice of
whether to use a condom while working for KINK Defendants is *not* left up to the performer.

58. Condom usage in the pornographic film industry has been a widely debated topic in
recent years. Condoms are now mandatory in Los Angeles County pornographic film
productions, which has resulted in a significant decrease in the filming of pornographic

1 materials in Los Angeles County. While California Health & Safety Codes do require condom
2 usage during filming within the entire state of California, the law does not require condom use
3 to be enforced in San Francisco. Pornographic film producers vehemently argue that condoms
4 use should not be required during filming, arguing that audiences find actors performing sex
5 acts without condoms much more exciting.

6 59. During the brief period Plaintiff was working on behalf of KINK Defendants,
7 mandatory safety regulations were blatantly ignored and necessary precautionary measures to
8 protect the health of the performers were not taken by KINK Defendants and Defendant LEE.

9 60. KINK Defendants have a documented history of failing to create, implement, and
10 uphold safety regulations to protect its performers. Instead, KINK Defendants and LEE promote
11 unsafe and reckless sex practices in order to increase membership and viewership of their online
12 porn site. In so doing, KINK Defendants and LEE, consciously disregarded the rights and
13 safety of Plaintiff and other models working for KINK Defendants by prioritizing corporate
14 profits over human lives.

15 61. After the July 31, 2013, involving Plaintiff, KINK Defendants made the surprising
16 decision to promote Defendant LEE from Guest Director to Director.

17 62. There are now countries Plaintiff CAMERON ADAMS will never be able to travel
18 to because they will not allow visitors diagnosed with HIV. There are now many jobs she will
19 never be able to hold, such as some occupations in the health care industry, due to the risk of
20 accidental transmission of HIV.

21 63. Plaintiff CAMERON ADAMS lives in constant fear of what could happen if she was
22 unable to receive her medication.

23 64. Plaintiff has lost hope for the future as a result of her diagnosis.

24 65. Plaintiff is informed and believes and therefore, alleges, that each of the Defendants
25 designated herein caused injury and damages proximately thereby to Plaintiff as herein alleged,
26 and are, therefore, responsible to Plaintiff for the damages herein requested.

27 ///

28 ///

1 FIRST CAUSE OF ACTION

2 NEGLIGENCE

3 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM;
4 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
ACWORTH; LORELEI LEE and DOES 1-50)

5 66. Plaintiff incorporates each and every paragraph of the Complaint as though fully set
6 forth in the cause of action.

7 67. Defendants named herein had a duty to have a work place safety specialist at the
8 July 31, 2013 shoot to ensure adequate personal protective equipment was available at the
9 shoot. Defendants had a duty to inspect all performers for cuts, sores, and lesions. Defendants
10 had a duty to have a Bloodborne Pathogen Exposure Control Plan in order to assist in
11 implementing and ensuring compliance with the Cal OSHA standards for blood borne
12 pathogens to protect employees and contractors. Defendants had a duty to maintain appropriate
13 health records of their performers, including STD and HIV tests before shooting commenced.
14 Defendant LEE had a duty as director of the July 31, 2013 shoot to enforce the use of condoms
15 at the shoot.

16 68. Defendants breached each and every duty referenced above, which was owed to
17 Plaintiff.

18 69. Defendants, by and through their managing agents, knew of and condoned the
19 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
20 and/or taken by one or more managing agent of Defendants each of whom had the authority to
21 make policy and/or to direct a substantial portion of its business.

22 70. Defendants' breach of each of the above-referenced duties was a substantial cause of
23 Plaintiff's injuries.

24 71. As a direct and proximate result of the aforementioned conduct of Defendants, and
25 each of them, Plaintiff has suffered damages in the form of physical harm when she was
26 exposed to and/or contracted HIV while performing at the July 31, 2013 shoot. Plaintiff has
27 incurred and will continue to incur significant costs for medical treatment, medications, and all
28 other related expenses for the treatment of her contracted illness.

1 72. As a direct and proximate result of the aforementioned conduct of Defendants, and
2 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
3 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
4 limits of this court. The exact amount of said losses will be stated according to proof at trial.

5 73. As a further direct and proximate result of the aforementioned conduct of said
6 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
7 but not limited to, great derision and embarrassment amongst members of the community and
8 family, she has also suffered severe emotional distress, including, but not limited to, anxiety,
9 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
10 general damage, in an amount to be stated according to proof at trial.

11
12 SECOND CAUSE OF ACTION

13 NEGLIGENCE PER SE

14 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM;
15 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
16 ACWORTH; LORELEI LEE and DOES 1-50)

17 74. Plaintiff incorporates each and every paragraph of the complaint as though fully set
18 forth in the cause of action.

19 75. At the July 31, 2013 shoot, Defendants were required by California *Code of*
20 *Regulations* Title 8, Section 5193 to have performers use barrier protection including condoms,
21 to protect them during the production of adult films.

22 76. Defendants violated the following laws:

- 23 a. Failing to establish, implement and maintain an effective Exposure Control Plan
24 which is designed to eliminate or minimize employee exposure in accordance
25 with California *Code of Regulations* Title 8, Section 5193 (c)(1), and which is
26 also consistent with Section 3203. "At and prior to the time of the Cal/OSHA
27 inspection, CYBERNET had not established and implemented an effective
28 exposure control plan to protect employees who had reasonable anticipated
contacted with blood or Other Potentially Infectious Materials (OPIM) from the

1 hazards of bloodborne pathogens CYBERNET had not developed and
2 implemented procedures or schedule for: (d) methods of compliance, including
3 engineering controls and work practices; (f) hepatitis B vaccination and post-
4 exposure evaluation and follow-up; and(h) recordkeeping.” (Citation 2 Item 1 –
5 Serious);

6 b. Failing to observe universal precautions to prevent contact with blood or Other
7 Potentially Infectious Materials (OPIM) in accordance with California *Code of*
8 *Regulations* Title 8, Section 5193 (d)(1). “On or before 8/9/13, employees of
9 CYBERNET who had reasonably anticipated contacted with blood or OPIM
10 were exposed to the hazards of bloodborne pathogens. CYBERNET did not
11 observe Universal Precautions which exposed employees to blood and OPIM
12 during production activities associated with adult content videos.” (Citation 3
13 Item 1 – Serious);

14 c. Failing to satisfy the general requirements of Engineering and Work Practice
15 Controls in accordance with California *Code of Regulations* Title 8, Section 5193
16 (d)(2). “On or before 8/9/13, employees of CYBERNET who had reasonably
17 (sic) anticipated contacted (sic) with blood or Other Potentially Infectious
18 Materials (OPIM) were exposed to the hazards of bloodborne pathogens.
19 CYBERNET did not require the use of engineering controls and work practice
20 controls during production activities associated with adult content videos to
21 eliminate and/or minimize employee exposure to blood and OPIM.” (Citation 4
22 Item 1 – Serious).

23 77. The Defendants violated the above-laws and breached the above-duties owed to
24 Plaintiff.

25 78. Defendants, by and through their managing agents, knew of and condoned the
26 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
27 and/or taken by one or more managing agent of Defendants each of whom had the authority to
28 make policy and/or to direct a substantial portion of its business.

1 79. Defendants' violation of these laws and breach of duties to Plaintiff was a substantial
2 factor in causing damage to Plaintiff.

3 80. As a direct and proximate result of the aforementioned conduct of Defendants, and
4 each of them, Plaintiff has suffered damages in the form of physical harm when she was
5 exposed to and/or contracted HIV while performing at the July 31, 2013 shoot. Plaintiff has
6 incurred and will continue to incur significant costs for medical treatment, medications, and all
7 other related expenses for the treatment of her contracted illness.

8 81. As a direct and proximate result of the aforementioned conduct of Defendants, and
9 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
10 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
11 limits of this court. The exact amount of said losses will be stated according to proof at trial.

12 82. As a further direct and proximate result of the aforementioned conduct of said
13 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
14 but not limited to, great derision and embarrassment amongst members of the community and
15 family, he has also suffered severe emotional distress, including, but not limited to, anxiety,
16 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
17 general damage, in an amount to be stated according to proof at trial.

18 **THIRD CAUSE OF ACTION**

19 **INTENTIONAL/FRAUDULENT MISREPRESENTATION**

20 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM; CYBERNET
21 ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; LORELEI
22 LEE AND DOES 1-50)

23 83. Plaintiff incorporates each and every paragraph of the complaint as though fully set
24 forth in the cause of action.

25 84. Defendants knew, prior to the shoot on July 31, 2013 that Plaintiff had virtually no
26 experience with BDSM. KINK Defendants and Defendant LEE represented to Plaintiff that
27 KINK Defendants and Defendant LEE would take care of Plaintiff, ensure her safety on set, and
28 that the July 31, 2013 shoot would be a safe environment to explore her sexual curiosity in
BDSM.

1 85. Defendants' representations were false. Defendants intentionally and recklessly
2 violated statutes and public policies, including but not limited to, California *Code of*
3 *Regulations* Title 8, Section 5193. Defendant ACWORTH discouraged the use of condoms in
4 the workplace for financial gain. Admittedly, patrons of KINK Defendants preferred content
5 where condoms were not worn and editing out condoms from the video would have allegedly
6 been too costly for KINK Defendants. Defendant ACWORTH instructed KINK Defendants'
7 staff, including Defendant LEE, to enforce this policy on shoots including, but not limited to,
8 the July 31, 2013 shoot involving Plaintiff. KINK Defendants hired Defendant as Guest
9 Director on the July 31, 2013 involving Plaintiff. Defendant LEE, as Guest Director of the July
10 31, 2013 shoot, was, according to KINK Defendants, responsible for the performers' safety
11 while on set, yet KINK Defendants and/or ACWORTH knew that Defendant LEE was
12 performing in the very shoots she was supposed to be directing, thereby making it impossible
13 for her to prioritize Plaintiff's safety. KINK Defendants failed to provide or provided
14 inadequate safety training to Defendant LEE prior to the July 31, 2013 shoot such that she was
15 unable to adequately ensure Plaintiff's safety. Defendant LEE also had no knowledge of KINK
16 Defendants' Injury and Illness Prevention Program (IIPP) and failed to enforce it on her set on
17 July 31, 2013. Furthermore, Defendant LEE acknowledged that Plaintiff was in "subspace"
18 during the July 31, 2013 shoot and therefore did not have the capacity to consent to the sexual
19 acts, which were being performed. As a result, Defendant LEE proceeded to direct various non-
20 consensual sex acts involving Plaintiff, including but not limited to: vaginal, anal, and oral sex
21 involving Plaintiff; Defendant LEE making the decision to continue shooting without condoms
22 after the male Dom cut his penis and was visibly bleeding; Defendant LEE allowing various
23 untested extras to sexually penetrate Plaintiff; and Defendant LEE, herself, "fisting" Plaintiff in
24 spite of Plaintiff's Limits Sheet indicating that she did not want this sex act performed upon her;
25 as well as Defendant LEE allowing Plaintiff to be hit repeatedly so severely in her left breast
26 that it immediately turned purple and required surgery.

27 86. KINK Defendants and Defendant LEE knew these representations to Plaintiff were
28 false when made; and/or Defendants made the representations recklessly and without regard for

1 their truth.

2 87. Defendants intended that Plaintiff rely on the above representations. In addition to
3 directly making these representations to Plaintiff prior to the July 31, 2013 shoot, such
4 representations were also publicly made on kink.com prior to the July 31, 2013 shoot.

5 88. Prior to booking the shoot, Plaintiff reasonably relied on Defendants'
6 representations.

7 89. Plaintiff was harmed in that she was exposed to and/or contracted HIV on the
8 July 31, 2013 shoot as a result of the lack of safety precautions, as described above, taken on
9 set.

10 90. Defendants, by and through their managing agents, knew of and condoned the
11 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
12 and/or taken by one or more managing agent of Defendants each of whom had the authority to
13 make policy and/or to direct a substantial portion of its business.

14 91. Plaintiff's reliance on Defendants' representations was a substantial factor in causing
15 her harm.

16 92. As a direct and proximate result of the aforementioned conduct of Defendants,
17 Plaintiff has suffered damages in the form of physical harm when she was exposed to and/or
18 contracted HIV while performing at the July 31, 2013 shoot. Plaintiff has incurred and will
19 continue to incur significant costs for medical treatment, medications, and all other related
20 expenses for the treatment of her contracted illness.

21 93. As a direct and proximate result of the aforementioned conduct of Defendants, and
22 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
23 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
24 limits of this court. The exact amount of said losses will be stated according to proof at trial.

25 94. As a further direct and proximate result of the aforementioned conduct of said
26 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
27 but not limited to, great derision and embarrassment amongst members of the community and
28 family, she has also suffered severe emotional distress, including, but not limited to, anxiety,

1 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
2 general damage, in an amount to be stated according to proof at trial.

3 95. The aforementioned acts were committed by Defendants, and each of them, and/or
4 by officers, directors, managing agents, agents and/or representatives of Defendants and/or were
5 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
6 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.
7 The above acts of Defendants, and each of them, were despicable and committed knowingly,
8 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
9 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants and
10 Defendant LEE, consciously disregarded the rights and safety of Plaintiff and other performers
11 working for KINK Defendants by prioritizing corporate profits over human lives. Plaintiff is
12 therefore entitled to punitive damages in a sum sufficient to punish said defendants so that such
13 conduct will not take place again.

14 FOURTH CAUSE OF ACTION

15 **CIVIL CONSPIRACY TO COMMIT FRAUD**

16 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM;
17 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
ACWORTH; LORELEI LEE and DOES 1-50)

18 96. Plaintiff incorporates each and every paragraph of the complaint as though fully set
19 forth in the cause of action.

20 97. Upon information and belief, KINK Defendants and DOES 1-50 agreed with
21 Defendant LEE to make intentional misrepresentations to Plaintiff, including but not limited to
22 the following: KINK Defendants and Defendant LEE would take care of Plaintiff, ensure her
23 safety on set, and that the July 31, 2013 shoot would be a safe environment to explore her
24 sexual curiosity in BDSM.

25 98. All Defendants agreed to engage in a conspiracy to subject Plaintiff to the fraudulent
26 representations in order to induce Plaintiff to participate in Defendants' July 31, 2013 shoot.

27 99. All Defendants agreed to engage in a scheme, which was intended to violate
28 Plaintiff's rights. All Defendants knowingly and willfully agreed amongst themselves to

1 subject Plaintiff to the fraudulent representations in order to induce Plaintiff to participate in
2 Defendants' July 31, 2013 shoot.

3 100. All Defendants combined to inflict wrongs against and/or injury on Plaintiff as
4 described in this Complaint. All Defendants understood, accepted, and/or explicitly and/or
5 implicitly agreed to the general objectives of their scheme to subject Plaintiff to fraudulent
6 representations in order to induce Plaintiff to participate in Defendants' July 31, 2013 shoot.

7 101. All Defendants acquired, possessed, and maintained a general knowledge of the
8 conspiracy's objectives to inflict wrongs against and/or injury upon Plaintiff as described in this
9 Complaint.

10 102. Defendants, by and through their managing agents, knew of and condoned the
11 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
12 and/or taken by one or more managing agent of Defendants each of whom had the authority to
13 make policy and/or to direct a substantial portion of its business.

14 103. Defendants' conspiracy to commit these tortious acts on Plaintiff was a substantial
15 factor in causing damage and injury to Plaintiff as alleged herein.

16 104. As a direct and proximate result of the aforementioned conduct of Defendants,
17 Plaintiff has suffered damages in the form of physical harm when she was exposed to and/or
18 contracted HIV while performing at the July 31, 2013 shoot. Plaintiff has incurred and will
19 continue to incur significant costs for medical treatment, medications, and all other related
20 expenses for the treatment of her contracted illness.

21 105. As a direct and proximate result of the aforementioned conduct of Defendants, and
22 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
23 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
24 limits of this court. The exact amount of said losses will be stated according to proof at trial.

25 106. As a further direct and proximate result of the aforementioned conduct of said
26 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
27 but not limited to, great derision and embarrassment amongst members of the community and
28 family, she has also suffered severe emotional distress, including, but not limited to, anxiety,

1 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
2 general damage, in an amount to be stated according to proof at trial.

3 107. The aforementioned acts were committed by Defendants, and each of them, and/or
4 by officers, directors, managing agents, agents and/or representatives of Defendants and/or were
5 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
6 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.
7 The above acts of Defendants, and each of them, were despicable and committed knowingly,
8 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
9 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants and
10 Defendant LEE, consciously disregarded the rights and safety of Plaintiff and other models
11 working for KINK Defendants by prioritizing corporate profits over human lives. Plaintiff is
12 therefore entitled to punitive damages in a sum sufficient to punish said defendants so that such
13 conduct will not take place again.

14 FIFTH CAUSE OF ACTION

15 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING** 16 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM; 17 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER 18 ACWORTH; LORELEI LEE and DOES 1-50)

19 108. Plaintiff incorporates each and every paragraph of the complaint as though fully set
20 forth in the cause of action.

21 109. Defendants, and each of them, entered into a contract with Plaintiff CAMERON
22 ADAMS on July 31, 2013 (hereinafter "CONTRACT").

23 110. At the time of entering into the CONTRACT and at all relevant times, Plaintiff was
24 an actor and model in the adult entertainment industry.

25 111. Plaintiff fully performed all duties required of her under the CONTRACT.

26 112. In the CONTRACT there was an implied promise of good faith and fair dealing. The
27 implied promise meant that each party would not do anything to unfairly interfere with the right
28 of the other party to receive benefits of the contract. This requires, among other things, that:
each party in the relationship must act with good faith toward the other concerning all matters

1 related to the CONTRACT; each party in the CONTRACT must act with fairness toward the
2 other concerning all matters related to the CONTRACT; and Defendants would comply with its
3 own representations, rules, policies, and procedures in dealing with Plaintiff.

4 113. Defendants breached the covenant of good faith and fair dealing in the following
5 ways:

- 6 a. Defendants violated California *Code of Regulations* Title 8, Section 5193, which
7 required performers to use barrier protection including condoms, to protect them
8 during the production of adult films, including, but not limited to the July 31,
9 2013 shoot involving Plaintiff.
- 10 b. Defendants had a duty to have a work place safety specialist at the shoot to
11 ensure adequate personal protective equipment is available at the shoot.
- 12 c. Defendants had a duty to inspect all performers for cuts, sores, and lesions.
- 13 d. Defendants had a duty to have a Bloodborne Pathogen Exposure Control Plan in
14 order to protect their performers, including Plaintiff.
- 15 e. Defendants had a duty to maintain appropriate health records of their performers,
16 including STD and HIV tests before shooting commenced.
- 17 f. Defendant LEE had a duty as director of the July 31, 2013 shoot to enforce the
18 use of condoms at the shoot.
- 19 g. Defendants repeatedly refused to abide by their own policies when dealing with
20 Plaintiff.

21 114. Defendants unfairly interfered with Plaintiff's rights to receive the benefits of the
22 CONTRACT. As a result of Plaintiff becoming HIV positive, Plaintiff could no longer engage
23 in Defendants' shoots or other shoots in the porn industry.

24 115. Defendants' conduct was a failure to act fairly and in good faith.

25 116. Defendants, by and through their managing agents, knew of and condoned the
26 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
27 and/or taken by one or more managing agent of Defendants each of whom had the authority to
28 make policy and/or to direct a substantial portion of its business.

1 117. As a direct and proximate result of the aforementioned conduct of Defendants,
2 Plaintiff has suffered damages in the form of physical harm when she was exposed to and/or
3 contracted HIV while performing the CONTRACT on July 31, 2013. Plaintiff has incurred and
4 will continue to incur significant costs for medical treatment, medications, and all other related
5 expenses for the treatment of her contracted illness.

6 118. Due to Plaintiff's diagnosis with HIV, she is no longer able to perform in the porn
7 industry. As a direct and proximate result of the aforementioned conduct of Defendants, and
8 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
9 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
10 limits of this court. The exact amount of said losses will be stated according to proof at trial.

11 119. As a further direct and proximate result of the aforementioned conduct of said
12 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
13 but not limited to, great derision and embarrassment amongst members of the community and
14 family, she has also suffered severe emotional distress, including, but not limited to, anxiety,
15 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
16 general damage, in an amount to be stated according to proof at trial.

17 120. As a further, direct and proximate result of the aforementioned conduct of
18 Defendants, and each of them, Plaintiff has been obliged to expend or incur liability for costs of
19 suit, attorneys' fees and related expenses in an amount not yet fully ascertained, but which will
20 be submitted at the time of trial.

21 SIXTH CAUSE OF ACTION

22 NEGLIGENT SUPERVISION

23 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM;
24 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
ACWORTH; LORELEI LEE and DOES 1-50)

25 121. Plaintiff incorporates each and every paragraph of the complaint as though fully set
26 forth in the cause of action.

27 122. KINK Defendants and/or Defendant LEE owed Plaintiff a duty to provide
28 reasonable supervision to their employees, agents, and/or contractors, including but not limited

1 to Defendant LEE and/or Defendant ACWORTH.

2 123. KINK Defendants and/or Defendant LEE had a duty to ensure that their employees,
3 agents, and/or contractors, including but not limited to, Defendant LEE and/or Defendant
4 ACWORTH, would properly execute their functions, duties, and obligations in a lawful manner.

5 124. KINK Defendants and/or Defendant LEE knew or should have known that
6 Defendants' employees, agents, and/or contractors, including but not limited to, Defendant LEE
7 and/or Defendant ACWORTH, were unfit for their positions and that this unfitness created a
8 particular risk to others, including Plaintiff.

9 125. KINK Defendants and/or Defendant LEE failed to supervise and/or train
10 Defendants' employees, agents, and/or contractors, including but not limited to, Defendant LEE
11 and/or Defendant ACWORTH, such that the following laws, rules, regulations, and/or policies
12 were violated:

- 13 a. Defendant ACWORTH discouraged the use of condoms in the workplace for
14 financial gain. Admittedly, patrons of KINK Defendants preferred content where
15 condoms were not worn and editing out condoms from the video would have
16 allegedly been too costly for KINK Defendants. Defendant ACWORTH
17 instructed KINK Defendants' staff, including LEE, to enforce this policy on
18 shoots including, but not limited to, the July 31, 2013 shoot involving Plaintiff;
- 19 b. California *Code of Regulations* Title 8, Section 5193 was violated, which
20 required performers to use barrier protection including condoms, to protect them
21 during the production of adult films, including, but not limited to the July 31,
22 2013 shoot involving Plaintiff;
- 23 c. No work place safety specialist was at the July 31, 2013 shoot to ensure adequate
24 personal protective equipment is available at the shoot;
- 25 d. No Bloodborne Pathogen Exposure Control Plan was in place in order to protect
26 their performers, including Plaintiff;
- 27 e. Appropriate health records were not maintained of Defendants' performers,
28 including STD and HIV tests before the July 31, 2013 shoot commenced;

- 1 f. Defendant LEE failed to enforce the use of condoms at the July 31, 2013 shoot;
- 2 g. Defendant LEE, as guest director of the July 31, 2013 shoot, was, according to
- 3 KINK Defendants, responsible for the performers' safety while on set, yet KINK
- 4 Defendants and/or ACWORTH knew that Defendant LEE was performing in the
- 5 very shoots she was supposed to be directing, thereby making it impossible for
- 6 her to prioritize Plaintiffs' safety;
- 7 h. KINK Defendants failed to provide or provided inadequate safety training to
- 8 Defendant LEE prior to the July 31, 2013 shoot such that she was unable to
- 9 adequately ensure Plaintiff's safety;
- 10 i. Defendant LEE had no knowledge of KINK Defendants' Injury and Illness
- 11 Prevention Program (IIPP) and failed to enforce it on her set on July 31, 2013;
- 12 j. Employees of KINK Defendants lacked sufficient knowledge of KINK
- 13 Defendants' IIPP, were erroneously instructed that the IIPP did not apply to
- 14 performers, and failed to advise performers of its contents and/or make the
- 15 contents of the IIPP reasonably available to performers;
- 16 k. KINK Defendants failed to staff the July 31, 2013 shoot with a director; and
- 17 l. Defendants repeatedly refused to abide by their own policies when dealing with
- 18 Plaintiff.

19 126. By failing to carry out their duty of supervision relating to Defendants' employees,

20 agents, and/or contractors, including but not limited to, Defendant LEE and/or Defendant

21 ACWORTH, KINK Defendants and/or Defendant LEE breached their duty of care to Plaintiff.

22 127. KINK Defendants and/or Defendant LEE condoned and approved the unlawful

23 conduct of Defendants' employees, agents, and/or contractors, including but not limited to,

24 Defendant LEE and/or Defendant ACWORTH. As a result, KINK Defendants negligently

25 supervised Defendant LEE and/or Defendant ACWORTH, and KINK Defendants' employees,

26 agents, and/or contractors. As a result, Defendants ACWORTH and LEE also negligently

27 supervised Defendants' employees, agents, and/or contractors. In failing to supervise Defendant

28 ACWORTH, Defendant LEE, and KINK Defendants' employees, agents, and/or contractors,

1 KINK DEFENDANTS and Defendant LEE did not act reasonably and breached their duty of
2 care to Plaintiff as a result.

3 128. Defendants, by and through their managing agents, knew of and condoned the
4 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
5 and/or taken by one or more managing agent of Defendants each of whom had the authority to
6 make policy and/or to direct a substantial portion of its business.

7 129. Defendants' negligent supervision was a substantial factor in causing damage and
8 injury to Plaintiff. As a direct and proximate result of the aforementioned conduct of
9 Defendants, and each of them, Plaintiff has suffered damages in the form of physical harm
10 when she was exposed to and/or contracted HIV while performing at the July 31, 2013 shoot.
11 Plaintiff has incurred and will continue to incur significant costs for medical treatment,
12 medications, and all other related expenses for the treatment of her contracted illness.

13 130. As a direct and proximate result of the aforementioned conduct of Defendants, and
14 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
15 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
16 limits of this court. The exact amount of said losses will be stated according to proof at trial.

17 131. As a further direct and proximate result of the aforementioned conduct of said
18 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
19 but not limited to, great derision and embarrassment amongst members of the community and
20 family, she has also suffered severe emotional distress, including, but not limited to, anxiety,
21 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
22 general damage, in an amount to be stated according to proof at trial.

23 SEVENTH CAUSE OF ACTION

24 **NEGLIGENT HIRING AND/OR RETENTION**

25 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM;
26 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
ACWORTH; LORELEI LEE and DOES 1-50)

27 132. Plaintiff incorporates each and every paragraph of the complaint as though fully set
28 forth in the cause of action.

1 133. KINK Defendants and/or Defendant LEE negligently hired and/or retained
2 Defendants' employees, agents, and/or contractors, including but not limited to, Defendant LEE
3 and/or Defendant ACWORTH.

4 134. Defendants' employees, agents, and/or contractors, including but not limited to,
5 Defendant LEE and/or Defendant ACWORTH were unfit to perform the work for which they
6 were hired and/or retained, including in the following areas:

- 7 a. Defendant ACWORTH discouraged the use of condoms in the workplace for
8 financial gain. Admittedly, patrons of KINK Defendants preferred content where
9 condoms were not worn and editing out condoms from the video would have
10 allegedly been too costly for KINK Defendants. Defendant ACWORTH
11 instructed KINK Defendants' staff, including LEE, to enforce this policy on
12 shoots including, but not limited to, the July 31, 2013 shoot involving Plaintiff;
- 13 b. California *Code of Regulations* Title 8, Section 5193 was violated, which
14 required performers to use barrier protection including condoms, to protect them
15 during the production of adult films, including, but not limited to the July 31,
16 2013 shoot involving Plaintiff;
- 17 c. No work place safety specialist was at the July 31, 2013 shoot to ensure adequate
18 personal protective equipment is available at the shoot;
- 19 d. No Bloodborne Pathogen Exposure Control Plan was in place in order to protect
20 their performers, including Plaintiff;
- 21 e. Appropriate health records were not maintained of Defendants' performers,
22 including STD and HIV tests before the July 31, 2013 shoot commenced;
- 23 f. Defendant LEE failed to enforce the use of condoms at the July 31, 2013 shoot;
- 24 g. Defendant LEE, as guest director of the July 31, 2013 shoot, was, according to
25 KINK Defendants, responsible for the performers' safety while on set, yet KINK
26 Defendants and/or ACWORTH knew that Defendant LEE was performing in the
27 very shoots she was supposed to be directing, thereby making it impossible for
28 her to prioritize Plaintiffs' safety;

- 1 h. KINK Defendants failed to provide or provided inadequate safety training to
2 Defendant LEE prior to the July 31, 2013 shoot such that she was unable to
3 adequately ensure Plaintiff's safety;
- 4 i. Defendant LEE had no knowledge of KINK Defendants' Injury and Illness
5 Prevention Program (IIPP) and failed to enforce it on her set on July 31, 2013;
- 6 j. Employees of KINK Defendants lacked sufficient knowledge of KINK
7 Defendants' IIPP, were erroneously instructed that the IIPP did not apply to
8 performers, and failed to advise performers of its contents and/or make the
9 contents of the IIPP reasonably available to performers;
- 10 k. KINK Defendants failed to staff the July 31, 2013 shoot with a director; and
- 11 l. Defendants repeatedly refused to abide by their own policies when dealing with
12 Plaintiff.

13 135. Defendants' employees, agents, and/or contractors, including but not limited to,
14 Defendant LEE and/or Defendant ACWORTH did not have any training to enforce the above
15 laws, rules, regulations, and/or policies, yet they were provided such authority by KINK
16 Defendants.

17 136. KINK DEFENDANTS and/or Defendant LEE knew or should have known that
18 Defendants' employees, agents, and/or contractors, including but not limited to, Defendant LEE
19 and/or Defendant ACWORTH, were unfit for their position and that this unfitness created a
20 particular risk to others, including Plaintiff.

21 137. In choosing to hire and/or retain Defendants' employees, agents, and/or contractors,
22 including but not limited to, Defendant LEE and/or Defendant ACWORTH, in light of the facts
23 contained herein and incorporated by reference, KINK Defendants and/or Defendant LEE did
24 not act reasonably and breached their duty of care to Plaintiff as a result.

25 138. KINK Defendants and/or Defendant LEE condoned and approved the unlawful
26 conduct of Defendants' employees, agents, and/or contractors, including but not limited to,
27 Defendant LEE and/or Defendant ACWORTH. As a result, KINK Defendants negligently
28 hired and/or retained Defendant LEE and/or Defendant ACWORTH, and KINK Defendants'

1 employees, agents, and/or contractors. As a result, Defendants ACWORTH and LEE also
2 negligently hired and/or retained Defendants' employees, agents, and/or contractors. In
3 negligently hiring and/or retaining Defendant ACWORTH, Defendant LEE, and KINK
4 Defendants' employees, agents, and/or contractors, KINK DEFENDANTS and Defendant LEE
5 did not act reasonably and breached their duty of care to Plaintiff as a result.

6 139. Defendants, by and through their managing agents, knew of and condoned the
7 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
8 and/or taken by one or more managing agent of Defendants each of whom had the authority to
9 make policy and/or to direct a substantial portion of its business.

10 140. Defendants' negligent hiring and/or retention of Defendants' employees, agents,
11 and/or contractors, including but not limited to, Defendant LEE and/or Defendant ACWORTH,
12 was a substantial factor in causing damage and injury to Plaintiff. As a direct and proximate
13 result of the aforementioned conduct of Defendants, and each of them, Plaintiff has suffered
14 damages in the form of physical harm when she was exposed to and/or contracted HIV while
15 performing at the July 31, 2013 shoot. Plaintiff has incurred and will continue to incur
16 significant costs for medical treatment, medications, and all other related expenses for the
17 treatment of her contracted illness.

18 141. As a direct and proximate result of the aforementioned conduct of Defendants, and
19 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
20 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
21 limits of this court. The exact amount of said losses will be stated according to proof at trial.

22 142. As a further direct and proximate result of the aforementioned conduct of said
23 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
24 but not limited to, great derision and embarrassment amongst members of the community and
25 family, she has also suffered severe emotional distress, including, but not limited to, anxiety,
26 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
27 general damage, in an amount to be stated according to proof at trial.

28 ///

1 EIGHTH CAUSE OF ACTION

2 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
3 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM;
4 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
ACWORTH; LORELEI LEE and DOES 1-50.)

5 143. Plaintiff incorporates each and every paragraph of the complaint as though fully set
6 forth in the cause of action.

7 144. The conduct of Defendants was, and is, extreme and outrageous because Defendants
8 intentionally and recklessly violated statutes and public policies, including but not limited to,
9 California *Code of Regulations* Title 8, Section 5193. Defendant ACWORTH discouraged the
10 use of condoms in the workplace for financial gain. Admittedly, patrons of KINK Defendants
11 preferred content where condoms were not worn and editing out condoms from the video would
12 have allegedly been too costly for KINK Defendants. Defendant ACWORTH instructed KINK
13 Defendants' staff, including LEE, to enforce this policy on shoots including, but not limited to,
14 the July 31, 2013 shoot involving Plaintiff. Defendant LEE acknowledged that Plaintiff was in
15 subspace during the July 31, 2013 shoot and therefore did not have the capacity to consent to
16 the sexual acts, which were being performed. As a result, Defendant LEE proceeded to direct
17 various non-consensual sex acts involving Plaintiff, including but not limited to: vaginal, anal,
18 and oral sex involving Plaintiff; Defendant LEE making the decision to continue shooting
19 without condoms after the male Dom cut his penis and was visibly bleeding; Defendant LEE
20 allowing various untested extras to sexually penetrate Plaintiff; and Defendant LEE, herself,
21 "fisting" Plaintiff in spite of Plaintiff's Limits Sheet indicating that she did not want this sex act
22 performed upon her. Moreover, Defendants knew, prior to the shoot on July 31, 2013 that
23 Plaintiff had virtually no experience with BDSM. KINK Defendants and Defendant LEE
24 represented to Plaintiff that KINK Defendants and Defendant LEE would take care of Plaintiff,
25 ensure her safety on set, and that the July 31, 2013 shoot would be a safe environment to
26 explore her sexual curiosity in BDSM. KINK Defendants and Defendant LEE made these
27 representations knowing them to be untrue.

28 145. This conduct of Defendants, and each of them, were affirmatively based on policies,

1 expectations and standards, that were illegal, and was done intentionally and unreasonably with
2 the recognition that their acts were likely to result in damages to Plaintiff in the form of mental
3 distress.

4 146. Defendants, by and through their managing agents, knew of and condoned the
5 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
6 and/or taken by one or more managing agent of Defendants each of whom had the authority to
7 make policy and/or to direct a substantial portion of its business.

8 147. The acts of Defendants, by and through its managing agents, were done with the
9 intention to cause or with the wanton and reckless disregard of the probability of causing
10 serious emotional distress injuries to Plaintiff and as a direct and proximate result of the
11 aforementioned behavior of Defendants, Plaintiff suffered humiliation, embarrassment,
12 mortification, severe emotional distress and great and emotional suffering. The Defendants and
13 each of them, acted deliberately for the purpose of injuring Plaintiff. The acts complained of
14 herein were occasioned by the intentional acts of Defendants or those acts which were done
15 with reckless disregard and the probability of causing severe emotional distress and such
16 infliction was a substantial factor in causing damage and injury to Plaintiff as set forth below.

17 148. Defendants' extreme and outrageous conduct toward Plaintiff was a substantial
18 factor in causing damage and injury to Plaintiff as alleged herein.

19 149. As a direct and proximate result of the aforementioned conduct of Defendants,
20 Plaintiff has suffered damages in the form of physical harm when she was exposed to and/or
21 contracted HIV while performing at the July 31, 2013 shoot. Plaintiff has incurred and will
22 continue to incur significant costs for medical treatment, medications, and all other related
23 expenses for the treatment of her contracted illness.

24 150. As a direct and proximate result of the aforementioned conduct of Defendants, and
25 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
26 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
27 limits of this court. The exact amount of said losses will be stated according to proof at trial.

28 151. As a further direct and proximate result of the aforementioned conduct of said

1 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
2 but not limited to, great derision and embarrassment amongst members of the community and
3 family, she has also suffered severe emotional distress, including, but not limited to, anxiety,
4 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
5 general damage, in an amount to be stated according to proof at trial.

6 152. The aforementioned acts were committed by Defendants, and each of them, and/or
7 by officers, directors, managing agents, agents and/or representatives of Defendants and/or were
8 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
9 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.
10 The above acts of Defendants, and each of them, were despicable and committed knowingly,
11 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
12 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants and
13 Defendant LEE, consciously disregarded the rights and safety of Plaintiff and other performers
14 working for KINK Defendants by prioritizing corporate profits over human lives. Plaintiff is
15 therefore entitled to punitive damages in a sum sufficient to punish said defendants so that such
16 conduct will not take place again.

17 NINTH CAUSE OF ACTION

18 **PREMISES LIABILITY**

19 (against ARMORY STUDIOS, LLC; PETER ACWORTH; and DOES 1-50)

20 153. Plaintiff incorporates each and every paragraph of the complaint as though fully set
21 forth in the cause of action.

22 154. Defendants ARMORY and ACWORTH owned, leased, occupied, and/or controlled
23 the Armory building located at 1800 Mission Street in San Francisco, California, the property
24 where a portion of Plaintiff's performance was filmed on July 31, 2013.

25 155. Defendants ARMORY and ACWORTH had a duty to conduct a reasonable
26 inspection of the premises where Plaintiff was injured on July 31, 2013.

27 156. Had Defendants ARMORY and ACWORTH conducted a reasonable inspection of
28 the premises where Plaintiff was injured, Defendants would have observed KINK Defendants'

1 and Defendant LEE'S failure to protect performers, including Plaintiff, from exposure to
2 bloodborne pathogens and Other Potentially Infectious Materials, which created an
3 unreasonable risk of harm that resulted in Plaintiff being exposed to and/or contracting HIV at
4 the Armory on July 31, 2013.

5 157. Defendants ARMORY and ACWORTH knew or, through the exercise of reasonable
6 care, should have known about the unreasonable risk of harm created by KINK Defendants and
7 Defendant LEE at the Armory.

8 158. Defendants ARMORY and ACWORTH failed to protect against the harm or
9 condition or give adequate warning of the condition.

10 159. Defendants ARMORY and ACWORTH were negligent in the use or maintenance of
11 the property, because Defendants ARMORY and ACWORTH failed to use reasonable care to
12 discover and remedy unsafe conditions and give adequate warning of anything that could be
13 reasonably expected to harm others. Defendants ARMORY and ACWORTH knew or should
14 have known that exposing performers to bloodborne pathogens and Other Potentially Infectious
15 Materials would create an unreasonable risk of harm, which resulted in Plaintiff being exposed
16 to and/or contracting HIV on July 31, 2013.

17 160. Moreover, the decision not to implement universal precautions to prevent contact
18 with blood or Other Potentially Infectious Materials Condition (ie. not using condoms) thereby
19 causing an unreasonable risk of harm to performers, including Plaintiff, was made by Armory
20 owner ACWORTH.

21 161. Defendants ARMORY and ACWORTH, by and through their managing agents,
22 knew of and condoned the behavior of Defendants ARMORY and ACWORTH. The acts
23 complained of herein were adopted, approved, condoned and/or taken by one or more managing
24 agent of Defendants ARMORY and ACWORTH each of whom had the authority to make
25 policy and/or to direct a substantial portion of its business.

26 162. Defendants ARMORY and ACWORTH's breach of each of the above-referenced
27 duties was a substantial cause of Plaintiff's injuries.

28 163. As a direct and proximate result of the aforementioned conduct of Defendants

1 ARMORY and ACWORTH, and each of them, Plaintiff has suffered damages in the form of
2 physical harm when she was exposed to and/or contracted HIV while performing at the July 31,
3 2013 shoot. Plaintiff has incurred and will continue to incur significant costs for medical
4 treatment, medications, and all other related expenses for the treatment of her contracted illness.

5 164. As a direct and proximate result of the aforementioned conduct of Defendants
6 ARMORY and ACWORTH, and each of them, Plaintiff has suffered damages including, but
7 not limited to, past and future lost earnings and medical and/or psychological treatment
8 expenses, all within the jurisdictional limits of this court. The exact amount of said losses will
9 be stated according to proof at trial.

10 165. As a further direct and proximate result of the aforementioned conduct of said
11 Defendants ARMORY and ACWORTH, and each of them, Plaintiff has suffered mental and
12 emotional distress including, but not limited to, great derision and embarrassment amongst
13 members of the community and family, she has also suffered severe emotional distress,
14 including, but not limited to, anxiety, fear, humiliation, mental anguish, depression, and post-
15 traumatic stress disorder, all to her general damage, in an amount to be stated according to proof
16 at trial.

17 TENTH CAUSE OF ACTION

18 PREMISES LIABILITY

19 (against 2183 MISSION LLC; and DOES 1-50)

20 166. Plaintiff incorporates each and every paragraph of the complaint as though fully set
21 forth in the cause of action.

22 167. Defendant 2183 MISSION LLC owned, leased, occupied, and/or controlled the
23 property known as "SUB-Mission" located at 2183 Mission Street in San Francisco, California,
24 where a portion of Plaintiff's performance was filmed on July 31, 2013.

25 168. KINK Defendants and/or Defendant LEE rented SUB-Mission from Defendant 2183
26 MISSION LLC for the purpose of filming pornographic content involving Plaintiff on July 31,
27 2013.

28 169. Defendant 2183 MISSION LLC failed to use reasonable care to protect Plaintiff

1 from the harmful conduct of KINK Defendants and/or Defendant LEE, which occurred on the
2 property owned by Defendant 2183 MISSION LLC on July 31, 2013.

3 170. Defendant 2183 MISSION LLC could have reasonably anticipated that such harmful
4 conduct by KINK Defendants and/or Defendant LEE would occur on its property on July 31,
5 2013.

6 171. Defendant 2183 MISSION LLC had a duty to conduct a reasonable inspection of the
7 premises where Plaintiff was injured on July 31, 2013.

8 172. Had Defendant 2183 MISSION LLC conducted a reasonable inspection of the
9 premises where Plaintiff was injured, Defendant would have observed KINK Defendants'
10 failure to protect performers, including Plaintiff, from exposure to bloodborne pathogens and
11 Other Potentially Infectious Materials, which created an unreasonable risk of harm that resulted
12 in Plaintiff being exposed to and/or contracting HIV at the Armory on July 31, 2013.

13 173. Defendant 2183 MISSION LLC knew or, through the exercise of reasonable care,
14 should have known about the unreasonable risk of harm created by KINK Defendants and
15 Defendant LEE at SUB-Mission on July 31, 2013.

16 174. Defendant 2183 MISSION LLC failed to protect against the harm or condition or
17 give adequate warning of the condition.

18 175. Defendant 2183 MISSION LLC was negligent in the use or maintenance of the
19 property, because Defendant 2183 MISSION LLC failed to use reasonable care to discover and
20 remedy unsafe conditions and give adequate warning of anything that could be reasonably
21 expected to harm others. Defendant 2183 MISSION LLC knew or should have known that
22 exposing performers to bloodborne pathogens and Other Potentially Infectious Materials would
23 create an unreasonable risk of harm, which resulted in Plaintiff being exposed to and/or
24 contracting HIV on July 31, 2013.

25 176. Defendant 2183 MISSION LLC, by and through its managing agents, knew of and
26 condoned the behavior of Defendant 2183 MISSION LLC. The acts complained of herein were
27 adopted, approved, condoned and/or taken by one or more managing agent of Defendant 2183
28 MISSION LLC each of whom had the authority to make policy and/or to direct a substantial

1 portion of its business.

2 177. Defendant 2183 MISSION LLC's breach of each of the above-referenced duties was
3 a substantial cause of Plaintiff's injuries.

4 178. As a direct and proximate result of the aforementioned conduct of Defendant 2183
5 MISSION LLC, Plaintiff has suffered damages in the form of physical harm when she was
6 exposed to and/or contracted HIV while performing at the July 31, 2013 shoot. Plaintiff has
7 incurred and will continue to incur significant costs for medical treatment, medications, and all
8 other related expenses for the treatment of her contracted illness.

9 179. As a direct and proximate result of the aforementioned conduct of Defendant 2183
10 MISSION LLC, Plaintiff has suffered damages including, but not limited to, past and future lost
11 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
12 limits of this court. The exact amount of said losses will be stated according to proof at trial.

13 180. As a further direct and proximate result of the aforementioned conduct of said
14 Defendant 2183 MISSION LLC, Plaintiff has suffered mental and emotional distress including,
15 but not limited to, great derision and embarrassment amongst members of the community and
16 family, she has also suffered severe emotional distress, including, but not limited to, anxiety,
17 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to her
18 general damage, in an amount to be stated according to proof at trial.

19 **ELEVENTH CAUSE OF ACTION**
20 **BATTERY**

21 (against KINK.COM; KINK STUDIOS, LLC; PUBLICDISGRACE.COM;
22 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
23 ACWORTH; LORELEI LEE and DOES 1-50)

24 181. Plaintiff incorporates each and every paragraph of the complaint as though fully set
25 forth in the cause of action.

26 182. On July 31, 2013, Defendant LEE touched and/or caused Plaintiff to be touched with
27 the intent to harm or offend her and/or in willful disregard for Plaintiff's rights. Defendant LEE
28 acknowledged that Plaintiff was in "subspace" during the July 31, 2013 shoot and therefore did
not have the capacity to consent to the sexual acts, which were being performed. As a result,

1 Defendant LEE proceeded to direct and personally engage in various non-consensual sex acts
2 involving Plaintiff, including but not limited to: vaginal, anal, and oral sex involving Plaintiff;
3 Defendant LEE making the decision to continue shooting without condoms after the male Dom
4 cut his penis and was visibly bleeding; Defendant LEE allowing various untested extras to
5 sexually penetrate Plaintiff; Defendant LEE, herself, "fisting" Plaintiff in spite of Plaintiff's
6 Limits Sheet indicating that she did not want this sex act performed upon her; as well as
7 Defendant LEE allowing Plaintiff to be hit repeatedly so severely in her left breast that it
8 immediately turned purple and required surgery.
9

10 183. Plaintiff did not consent to the touching and/or the terms and conditions of Plaintiff's
11 consent were exceeded.

12 184. Plaintiff was harmed and/or offended by Defendant LEE'S conduct on July 31,
13 2013.

14 185. A reasonable person in Plaintiff's situation would have been offended by the
15 touching.

16 186. Defendant LEE'S conduct was adopted and ratified by KINK Defendants, which
17 included, but was not limited to: employing Defendant LEE as guest director of the July 31,
18 2013 shoot and allowing her to participate as a performer in that shoot.
19

20 187. Defendants LEE and KINK Defendants' conduct toward Plaintiff was a substantial
21 factor in causing damage and injury to Plaintiff as alleged herein.

22 188. As a direct and proximate result of the aforementioned conduct of Defendants LEE
23 and KINK Defendants, Plaintiff has suffered damages in the form of physical harm when she
24 was exposed to and/or contracted HIV while performing at the July 31, 2013 shoot. Plaintiff has
25 incurred and will continue to incur significant costs for medical treatment, medications, and all
26 other related expenses for the treatment of her contracted illness.
27

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1 189. As a direct and proximate result of the aforementioned conduct of Defendants LEE
2 and KINK Defendants, and each of them, Plaintiff has suffered damages including, but not
3 limited to, past and future lost earnings and medical and/or psychological treatment expenses,
4 all within the jurisdictional limits of this court. The exact amount of said losses will be stated
5 according to proof at trial.

6 190. As a further direct and proximate result of the aforementioned conduct of said
7 Defendants LEE and KINK Defendants, and each of them, Plaintiff has suffered mental and
8 emotional distress including, but not limited to, great derision and embarrassment amongst
9 members of the community and family, She has also suffered severe emotional distress,
10 including, but not limited to, anxiety, fear, humiliation, mental anguish, depression, and post-
11 traumatic stress disorder, all to her general damage, in an amount to be stated according to proof
12 at trial.
13

14 191. The aforementioned acts were committed by Defendant LEE and KINK Defendants,
15 and each of them, and/or by officers, directors, managing agents, agents and/or representatives
16 of Defendants and/or were known to, aided, abetted, authorized by, ratified by and/or otherwise
17 approved by Defendants and/or by the officers, directors, managing agents, agents and/or
18 representatives of Defendants. The above acts of Defendants, and each of them, were despicable
19 and committed knowingly, willfully and maliciously, with the intent to harm, injure, vex, annoy
20 and oppress Plaintiff and with a conscious disregard of Plaintiff's rights, health, and safety.
21 Defendants LEE and KINK Defendants consciously disregarded the rights and safety of
22 Plaintiff and other performers working for KINK Defendants by prioritizing corporate profits
23 over human lives. Plaintiff is therefore entitled to punitive damages in a sum sufficient to
24 punish said defendants so that such conduct will not take place again.
25
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff CAMERON ADAMS herewith demands a jury trial on all issues.

3 **PRAYER FOR RELIEF**

4 Wherefore, Plaintiff prays that the Court grant her the following relief:

- 5 1. For compensatory damages according to proof;
- 6 2. For monetary damages to compensate for the emotional distress and suffered by
- 7 Plaintiff;
- 8 3. For interest on the sum of damages award;
- 9 4. For reasonable attorneys' fees;
- 10 5. For punitive damages;
- 11 6. For costs of suit herein incurred;
- 12 7. For such other and future relief as the Court deems proper.

13

14

15 Dated: July 24, 2015

Respectfully submitted,
RIBERA LAW FIRM

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18 By: 

Sandra Ribera Speed, Esq.

Attorneys for Plaintiff CAMERON ADAMS

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